

By Email: davifelix@pa.gov  
 Confidential  
 4 October 2016

Mr David Felix  
 Commonwealth of Pennsylvania State Employees' Retirement System  
 30 North Third Street  
 Harrisburg PA 17101-1716  
 USA

Dear David

**Permira VI – Acceptance and Information Letter**

We are writing to you as the General Partner of Permira VI L.P.1 (“**P6**” or the “**Partnership**”) to inform you that your Application Form has been accepted. You have been admitted as a Limited Partner to the Partnership at the second closing on 30 September 2016, in an aggregate amount of €50,000,000.

Defined terms used in this letter are defined in the Amended and Restated Limited Partnership Agreement of the Partnership (as amended from time to time, the “**Partnership Agreement**”).

Registered Holder	Accepted Commitment
Commonwealth of Pennsylvania State Employees' Retirement System	€50,000,000
<b>Total</b>	<b>€50,000,000</b>

**Effective Date**

Based on recent activity, we would expect to declare the Effective Date for P6 in the very near future and to announce the Fund's first investments at roughly the same point. Depending on specific deal conversion and our ability to use the Fund's €1.25 billion credit facility, we would expect the first capital call to be in January 2017.

**Legal Documentation**

The legal documents with respect to their closing of P6 are available on the Sungard DX portal. If you have any questions or comments, please do not hesitate to contact Peter Gibbs:

Peter Gibbs  
 +44 20 7632 1018  
 + 44 7810 658 190  
[peter.gibbs@permira.com](mailto:peter.gibbs@permira.com)

Yours sincerely

Permira VI G.P. L.P.

By: Permira VI G.P. Limited, its General Partner

By: 

Name: David Emery  
 Title: Alternate Director

David Felix  
davifelix@pa.gov  
07/14/2016 08:13:37

PRIVILEGED & CONFIDENTIAL

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**PERMIRA VI**

**APPLICATION FORM**

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**No person receiving a copy of the Information Memorandum, the Partnership Agreement, this Application Form or any other information or document provided to such person in any jurisdiction may treat such documents as constituting an invitation or offer to them. Neither should such person use this Application Form unless in the relevant jurisdiction such an invitation or offer could lawfully be made to them or this Application Form could lawfully be used without contravention of any marketing, distribution, registration or other legal or regulatory requirements.**

**APPLICATION FORM**

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## SECTION ONE

### APPLICATION FORM INSTRUCTIONS

Each entity applying for Interests (each, an “**Applicant**”) should (i) carefully review these instructions to this application form (including the Supplemental Information Form provided separately by the General Partner as Appendix D hereto, this “**Application Form**”), the representations and warranties given by the Applicant in Section Three, the disclosures set forth in Appendix B and the consent to receive Schedule K-1 in Electronic Formation set forth in Appendix C, and (ii) complete, execute and return this Application Form, the applicable tax form as set forth in Section Six and any additional required documentation required pursuant to Appendix A in the manner set forth below.

The Applicant shall also provide the General Partner with such representations and warranties and such other evidence relating to compliance with tax, securities and other governmental rules and regulations as the General Partner shall reasonably request.

1. **Application Form.** Each Applicant should:
  - (a) **complete:** Section Two and Appendix D. If the Applicant is a U.S. Investor, the Applicant should also complete Section Four;
  - (b) **provide:** (i) the applicable tax form as set forth in Section Six and (ii) any additional documentation required pursuant to Appendix A; and
  - (c) **execute:** this Application Form by completing both: (i) Section Five and (ii) the consent form in Appendix C.
2. **Delivery.** Once this Application Form has been completed and executed per the instructions above, please send a PDF copy to **each** of the email addresses below and send the original to the mailing address below:
  - (a) **Email Addresses:**
    1. Peter Gibbs (at Permira)  
[peter.gibbs@permira.com](mailto:peter.gibbs@permira.com)
    2. David Emery (at Northern Trust)  
[de44@ntrs.com](mailto:de44@ntrs.com)
    3. Fried, Frank, Harris, Shriver & Jacobson LLP  
[ProjectP6FFTeam@friedfrank.com](mailto:ProjectP6FFTeam@friedfrank.com)
  - (b) **Mailing Address:**

Permira VI G.P. L.P.  
c/o Permira VI G.P. Limited  
Attention of David Emery  
PO Box 503, Trafalgar Court  
Les Banques, St Peter Port  
Guernsey GY1 6DJ, Channel Islands

**SECTION TWO**

**APPLICANT AND SUBSCRIPTION DETAILS**

**The Original Closing Date will be such date as sufficient acceptable applications are received as the General Partner deems appropriate in its sole discretion. The Final Closing Date may be the same date or such other date as the General Partner may decide, but will be no later than the first anniversary of the Original Closing Date.**

**APPLICANT:**

Name of registered holder of Interests:

Commonwealth of Pennsylvania  
State Employees' Retirement System

Registered address:

30 North 3rd Street, Suite 150  
Harrisburg PA 17101-1716

In accordance with the terms of this Application Form, the Applicant hereby applies for the following Capital Commitment (comprised of Limited Partner Interests (“Interests”) at a subscription price of €100,000 each) payable in accordance with the terms of the Partnership Agreement (as defined below).

Capital Commitment*
€ <u>89,000,000</u>

\* This application must be for a minimum subscription of €15 million (i.e., 150 Interests) unless otherwise expressly authorised by the General Partner. No applications may be made for fractions of Interests.

Each capitalised term not otherwise defined in this Application Form shall have the meaning ascribed to it in the Partnership Agreement (as defined in Section Three hereof).

### SECTION THREE

#### REPRESENTATIONS AND WARRANTIES

The Applicant hereby represents and warrants to the General Partner as follows:

1. The Applicant hereby acknowledges receipt of a copy of the Information Memorandum dated 16 February 2016 relating to the Fund and all supplements relating thereto (as so supplemented, the "**Memorandum**") describing the offering of Interests in a Guernsey limited partnership (the partnership to which the Applicant is hereby applying to be admitted, the "**Partnership**") comprising part of Permira VI (the "**Fund**"), together with a copy of the amended and restated limited partnership agreement constituting the Partnership (the "**Partnership Agreement**") and this Application Form.

2. The Applicant agrees to accept, on the terms set out in the Partnership Agreement and this Application Form, issuance of the number of Interests for which it hereby makes application or such lesser number as may be issued to it in the sole discretion of the General Partner. The Applicant hereby acknowledges the right of the General Partner to reduce applications as described above and to reject applications in whole or in part in the General Partner's sole discretion. The General Partner will notify the Applicant in writing as to the acceptance, in whole or in part, or the rejection of the Applicant's Application Form, and the General Partner shall be legally bound to issue the number of Interests for which this Application Form is accepted. The Applicant will become a Limited Partner in the Partnership only upon issuance of such Interests, inclusion of such Applicant in the Partner Register and as provided in the Partnership Agreement. The Applicant acknowledges that this Application Form is and shall be irrevocable for a period of 180 days from the date hereof (the "**Irrevocable Date**"), except that the Applicant shall have no obligation hereunder if this Application Form is for any reason rejected or if the private placing of Interests is for any reason terminated. The Applicant acknowledges that it may have a right to revoke its application pursuant to the laws or regulations of the jurisdiction in which it is established and/or in which it is resident and hereby agrees not to exercise any right it may have to revoke its application prior to the Irrevocable Date.

3. The Applicant acknowledges that the General Partner has sole discretion as to whether sufficient acceptable applications have been received and that, in the event of insufficient acceptable applications to participate in the Partnership being received by the General Partner, the private placing of Interests will be terminated. The Applicant further acknowledges that the private placing of Interests may also be terminated for any reason at the sole discretion of the General Partner.

4. The Applicant hereby undertakes to pay to the Partnership the Capital Commitment for each Interest for which application is hereby made, or for such lesser number of Interests in respect of which such application may be accepted, in instalments at any time on or after the Original Closing Date whenever the General Partner issues a Takedown Notice to the Applicant in accordance with the provisions of the Partnership Agreement.

5. The Applicant acknowledges that, if it fails to make any Capital Contributions on the due date in accordance with the terms of the Partnership Agreement, and such default is not rectified by payment of the amounts due, together with interest thereon, within seven Business Days after written notice of such non-payment from the General Partner, the Applicant shall be treated on the eighth Business Day as being a Defaulting Investor on the terms set out in the Partnership Agreement, in which event the Applicant's Interests will be subject to the default provisions as therein provided. The Applicant hereby appoints the General Partner to be the Applicant's true and lawful attorney-in-fact and agent (the

“Attorney”) with full power and authority in its name and on its behalf to undertake such actions with respect to its Interests as may be available under the Partnership Agreement if it defaults in making any Capital Contributions. This power of attorney and agency shall be irrevocable prior to the Partnership being fully wound up and terminated, shall be deemed to be coupled with an interest, and shall survive the Incapacity of the Applicant.

6. The Applicant hereby represents and warrants that:

- (a) its application for Interests is made on and subject to the terms and conditions of the Partnership Agreement and that if accepted as a Limited Partner in the Partnership, the Applicant hereby agrees to be bound by all of the terms and conditions of the Partnership Agreement;
- (b) in the event of any conflict or inconsistency between the terms and conditions of the Memorandum, the Partnership Agreement, and this Application Form, the terms and conditions of the Partnership Agreement and this Application Form shall prevail (and the terms of the Partnership Agreement shall prevail over any conflict or inconsistency with this Application Form);
- (c) in addition to the restrictions on withdrawal and transfer referenced in paragraph 7(f) below, the Applicant will only offer, transfer or resell the Interests in a transaction in compliance with, or exempt from, any applicable registration requirements of relevant securities laws and regulations, including those of the United States and the states thereof;
- (d) the Applicant has held and will hold the Memorandum, the Partnership Agreement and this Application Form and all information related to the Fund and any other Permira Fund in confidence and will not redistribute or duplicate such documents except as permitted under paragraph 14.2 of the Partnership Agreement; and
- (e) this Application Form does not constitute an offer by the Partnership, the Fund or the General Partner to sell an Interest to the Applicant.

7. The Applicant represents and warrants that the following statements are true:

- (a) the Applicant has such knowledge and experience in financial and business matters including, without limitation, knowledge and experience relating to investing in private equity or similar funds, as to be capable of evaluating the merits and risks of an investment in the Partnership;
- (b) the Applicant: (i) has received, read carefully and fully understood and is familiar with all of the documentation in the website designated by the General Partner for accessing Partnership information, including but not limited to: (w) the Memorandum (including, for the avoidance of doubt, each of the Appendices attached thereto and the investment, tax and regulatory considerations disclosed therein), (x) the Partnership Agreement (including, for the avoidance of doubt, the default provisions thereof), (y) this Application Form (including, for the avoidance of doubt, each of the Appendices attached hereto), and (z) any amendments to each of the foregoing through the date hereof; (ii) confirms that it has been given the opportunity to review all documents provided to it or that the Applicant determines are material to its decision to invest in the Partnership and has requested from

the General Partner (to the extent such documents are readily available to the Fund); (iii) understands that the books and records of the Partnership will be available for inspection by the Applicant in accordance with the Partnership Agreement; (iv) understands that the Fund will have significant transaction and other costs, regardless of whether it realises profits; and (v) acknowledges that past results of the Fund or any other Permira Fund are not indicative of future results or profits and confirms that no representations to the contrary have been made.

- (c) the Applicant: (i) has had, if requested, an opportunity to ask questions of and receive satisfactory answers from representatives of the General Partner concerning the Partnership and the terms and conditions relating to an investment in the Partnership, and all such questions have been answered to the Applicant's full satisfaction, and (ii) the Applicant has received adequate information concerning all matters which it considers material to a decision to purchase the Interests;
- (d) the Applicant: (i) has neither received nor relied upon any representations or warranties, express or implied, in law or in equity, from (A) any Permira Affiliate, other than those made or given by the General Partner in the Partnership Agreement, the Memorandum or this Application Form, or (B) any other Person (or any of their respective officers, directors, controlling persons, employees, affiliates, advisors or consultants) (collectively, with any Permira Affiliate, the "**Covered Persons**") in making its decision to apply for Interests and to make an investment in the Partnership, or with respect to any related matter, including with respect to (x) merchantability or fitness for any particular purpose or (y) the operation of the business of the Fund, and to the fullest extent permitted by law no such representation or warranty, other than those made or given by the General Partner in the Partnership Agreement, the Memorandum or this Application Form, shall form the basis for any claim with respect thereto or with respect to any related matter, against any Covered Person or any of the current or future equity holders or assignees of any Covered Person; and (ii) is relying solely on the information contained in the Memorandum, the Partnership Agreement, this Application Form and the Applicant's own independent investigations; provided that the Applicant has not relied on the opinion letter of PricewaterhouseCoopers CI LLP, attached as Appendix G to the Memorandum or any opinion letter issued by the legal advisers to the Partnership except as expressly permitted therein;
- (e) with regard to any tax, legal, currency and other considerations related to the Applicant's decision to apply for Interests, the Applicant has consulted with its own professional advisers, has relied on the advice of such advisers and has neither received nor relied on any advice from any Permira Affiliate;
- (f) the Applicant understands that: (i) a Limited Partner cannot voluntarily withdraw from the Partnership or reduce its Capital Commitment and an Interest cannot be transferred, except as provided in the Partnership Agreement, which means that the Applicant may have to bear the economic risk of investment in the Partnership until such time as the Partnership is terminated in accordance with the Partnership Agreement; and (ii) pursuant to and in accordance with the terms of the Partnership Agreement, prior to consenting to a transfer of an Interest, the General Partner may require an opinion of counsel, certain certifications, representations and warranties and/or certain information, including as necessary to ensure



that any such transfer would not result in any adverse legal, tax or regulatory consequences to the Partnership or any Partner;

- (g) the Applicant is duly formed, validly existing and in good standing under the laws of its jurisdiction of organisation, and is duly authorised and qualified to become a Limited Partner in, and authorised to make its Capital Commitment to, the Partnership;
- (h) upon acceptance of this Application Form by the General Partner, this Application Form and the Partnership Agreement will each be a legal, valid and binding obligation of the Applicant, enforceable against the Applicant in accordance with its terms;
- (i) the execution and delivery of this Application Form, the participation in the Partnership, the performance by the Applicant of its obligations under the Partnership Agreement and the consummation of the transactions contemplated hereby and thereby will not conflict with, or result in any violation of or default under, any provision of any governing instrument applicable to the Applicant, or any material agreement or other instrument to which the Applicant is a party;
- (j) the Applicant has complied with all anti-money laundering, economic sanctions or similar legislation, laws, orders, regulations or guidelines applicable to the Applicant and will continue to comply with all such anti-money laundering, economic sanctions or similar legislation, laws, orders, regulations or guidelines.

In connection therewith, the Applicant hereby represents, warrants, and confirms that (i) the funds being used to acquire the Interests in the Partnership are the Applicant's funds and are not the funds of any other person or entity, and that the Applicant has taken all reasonable steps (including without limitation those that the Applicant is required to perform under the laws and regulations applicable to it) to ensure that none of the funds invested at any time by the Applicant in the Partnership will be derived from any criminal, illegal or illegitimate activity or related to any criminal, illegal or illegitimate source; (ii) the proceeds from the Applicant's investment in the Interests will not be used to finance any criminal, illegal or illegitimate activities; (iii) to the best of the Applicant's knowledge, no contribution by the Applicant to the Partnership will result in a violation by the Partnership, the General Partner or the Administrator of: (A) any regulation of the European Union; (B) The Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Law, 1999 as amended and any regulations promulgated thereunder, the Proceeds of Crime Act 2002, the Money Laundering Regulations 2007 or guidance promulgated by the Joint Money Laundering Steering Group or other relevant anti-money laundering law or regulation (each as amended from time to time); (C) any applicable export control and economic sanctions laws and regulations of the United States, the United Kingdom, the European Union (or any member state thereunder), the United Nations and other jurisdictions in which the Partnership, the General Partner, or the Administrator operates or to which the Partnership, the General Partner or the Administrator is subject, including, without limitation, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the rules and regulations of the Office of Foreign Assets Control, U.S. Department of the Treasury (the "OFAC"), sanctions programmes maintained by Her Majesty's Treasury and any applicable EU restrictive measure that has been implemented pursuant to any EU Council or Commission Regulation or Decision adopted pursuant to a Common Position in furtherance of the EU's Common Foreign and

Security Policy; or (D) any other UK or Guernsey law or regulation in force from time to time, including but not limited to the Terrorism Act 2000; the Anti-terrorism, Crime and Security Act 2001 and the Counter-Terrorism Act 2008; (iv) if the Applicant is acting as an agent, representative, intermediary, nominee, derivative counterparty or in a similar capacity for any other Person, nominee account or beneficial owner, whether a natural person or entity (each, an “**Underlying Beneficial Owner**”), the Applicant has conducted thorough due diligence with respect to all of its Underlying Beneficial Owners and will retain evidence of such due diligence; and (v) the Applicant will furnish any additional information that the General Partner may request, including additional information in respect of the Applicant’s Underlying Beneficial Owners, to ensure compliance with all laws applicable to the General Partner, the Partnership or the Administrator, including in connection with money laundering and related activities;

- (k) the Applicant and each Underlying Beneficial Owner of the Applicant is: (i) in compliance with the applicable requirements of the USA PATRIOT Act of 2001, Public Law No.107-56 (October 26, 2001), including Executive Order 13224 effective September 24, 2001 (collectively, the “**PATRIOT Act**”) and all other requirements contained in the rules and regulations of the OFAC; (ii) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation of the PATRIOT Act; and (iii) not listed as, and not owned or controlled by, a Specially Designated National or a “blocked” person on any publicly available lists maintained by OFAC pursuant to the PATRIOT Act or any other publicly available list of terrorists or terrorist organisations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the PATRIOT Act or on any other publicly available list of terrorists or terrorist organisations maintained pursuant to the PATRIOT Act;
- (l) (i) the information provided by the Applicant in this Application Form (including in the Supplemental Information Form contained in Appendix D) is true and correct in all respects as of the date hereof and may be relied on by the General Partner and its affiliates and delegates; (ii) the Applicant agrees to notify the General Partner immediately if any of the statements, representations or warranties made in this Application Form (including in the Supplemental Information Form contained in Appendix D) shall become untrue; and (iii) if the Applicant’s Application Form is accepted, except to the extent the Applicant notifies the General Partner otherwise in advance, each representation and warranty will be deemed repeated and reaffirmed with respect to each Capital Contribution and Partner Distribution as of the date such Capital Contribution or Partner Distribution is made, and the act of making a Capital Contribution or receiving a Partner Distribution shall be evidence of such reaffirmation;
- (m) (i) the Interests will be acquired for the Applicant’s account for investment and not with a view to, or for resale in connection with, any distribution of the Interests within the meaning of the U.S. Securities Act of 1933, as amended (the “**Securities Act**”); (ii) the Applicant has no contract, undertaking, arrangement or agreement with any Person to sell or transfer or to have any Person sell for it all or any portion of the Interests; and (iii) the Applicant has no present obligation, indebtedness or commitment, nor is any circumstance in existence, which will compel it to secure funds by the sale of any of the Interests, nor is the Applicant a party to any plan or undertaking which would require or contemplate that proceeds from the sale of the Interests be utilised in connection therewith, and the

Applicant does not now have any reason to expect any change in its circumstances or other particular occasion or event which would cause the Applicant to transfer its Interests;

- (n) (i) the Applicant's financial condition is such that it has no need for liquidity with respect to its investment in the Interests and no need to dispose of the Interests to satisfy any existing or contemplated undertaking or indebtedness; (ii) its overall commitment to investments that are not readily marketable is proportionate to its net worth and will not become excessive as a result of an investment in the Partnership; (iii) it has numerous investment opportunities available to it, it is not required or obligated in any way to make an investment in the Interests, and it has chosen to invest in the Interests over or in addition to such other investment opportunities and (iv) it can bear a complete loss of its investment in the Partnership, and such a loss would not materially adversely affect its capital needs;
- (o) if the Applicant is a partnership, grantor trust or S Corporation (in each case as determined for U.S. federal income tax purposes), none of the purposes of the owners of the Applicant in making an indirect investment in the Partnership through the Applicant (rather than directly into the Partnership) was to allow the Partnership to satisfy the 100-partner limitation of the private placement exception to the publicly traded partnership regulations under U.S. Treasury regulations section 1.7704-1(h);
- (p) if the Applicant is acting as an agent, representative, intermediary, nominee, derivative counterparty or in a similar capacity for one or more Underlying Beneficial Owners, (i) the representations, warranties and agreements made in this Application Form are made by the Applicant with respect to both the Applicant and each such Underlying Beneficial Owner; and (ii) the Applicant has all requisite power and authority from each such Underlying Beneficial Owner to execute and perform the obligations under this Application Form and the Partnership Agreement with respect to both the Applicant and each such underlying Beneficial Owner; and
- (q) (i) if requested by the General Partner, the Applicant will provide a copy of its organisational and governing documents to the Fund; and (ii) the Applicant agrees to update such information if and when any such information is no longer true or correct and to provide any additional information required pursuant to any change in law, or the application or interpretation thereof.

8. The Applicant confirms to the General Partner that, if the Applicant is not a U.S. Investor (as defined in Section Four), then either (a) it has not received an offer, or otherwise been solicited, to purchase the Interests while present in the United States, it will not acquire the Interests while present in the United States and it will notify the General Partner immediately if it should at any time become a U.S. Investor; or (b) it has completed Section Four.

9. If the Applicant is a governmental, non-electing church, or non-U.S. employee benefit plan or an entity whose assets constitute assets of such a plan (an "**Other Plan Investor**"), the fiduciary executing this Application Form on behalf of such investor represents and warrants to the Fund and the General Partner that (a) it made the decision to invest the assets of the Other Plan Investor in the Fund or is authorised to make the following representations and warranties on behalf of the fiduciary that made such decision, (b) there is no U.S. federal, state or local or non-U.S. law, rule, regulation, or constitutional provision applicable to the Applicant that could in any respect affect the operation of the Fund by the General Partner or prohibit any action contemplated by the Partnership Agreement, including, without

limitation, investments which may be made by the Fund, and (c) the Applicant's proposed investment in the Partnership will not conflict with or violate any U.S. federal, state or local or non-U.S. law, rule, regulation, or constitutional provision applicable to the Applicant.

10. The Applicant is a person to whom the Memorandum, the Partnership Agreement and this Application Form (and any ancillary information relating thereto) (the "**Documents**") may be circulated without contravention of either section 238 of the UK Financial Services and Markets Act 2000 ("**FSMA**") if the Applicant has received the Documents from an "**authorised person**" for the purposes of and as defined in FSMA, or section 21 of FSMA if the Applicant has received the Documents from a person who is not an authorised person (as may be applicable). This confirmation is being made because the Applicant is:

- (a) a person resident and operating outside the United Kingdom who has received the Partnership Agreement and this Application Form (and any ancillary information relating thereto) outside the United Kingdom;
- (b) a person authorised under Part IVA of FSMA to carry out one or more regulated activities;
- (c) a person falling within any of the categories of "investment professionals" as defined:
  - i. where the Applicant has received the Documents from an authorised person, in Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (the "**CIS Promotion Order**"), such as for example a person whose ordinary activities involve it participating in unregulated schemes for the purposes of a business carried on by it; or
  - ii. where the Applicant has received the Documents from a person who is not an authorised person, Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Financial Promotion Order**");
- (d) a person falling within any of the categories of persons described in Article 22(2) of the CIS Promotion Order and in Article 49(2) of the Financial Promotion Order such as:
  - i. a body corporate which has, or which is a member of the same group as an undertaking which has, a called-up share of capital or net assets of at least:
    - 1. £5 million; or
    - 2. £500,000 and has at least 20 members (shareholders) or is a subsidiary undertaking of an undertaking which has more than 20 members;
  - ii. an unincorporated association or partnership which has net assets of at least £5 million; or
  - iii. the trustee of a high value trust with gross assets of at least £10 million; or
- (e) a person to whom the Documents may otherwise lawfully be communicated in accordance with FSMA and the CIS Promotion Order, COBS 4.12 of the FCA Handbook or the Financial Promotion Order (as may be applicable).

11. If the Applicant is domiciled or has its registered office in the European Economic Area, the Applicant confirms that it is a professional investor for the purposes of Directive 2011/61/EU on Alternative Investment Fund Managers.

12. The Applicant acknowledges that: (a) only “Qualified Investors” as defined for purposes of the Guernsey Financial Services Commission Qualifying Investor Fund Guidance notes dated May 2007 (the “**Guidance Note**”) are permitted to invest in a “Qualifying Investor Fund”; (b) the Partnership is part of a Qualifying Investor Fund established in Guernsey comprising the Fund and one or more additional co-investment arrangements for advisers, senior industrialists or strategic relationships of Permira to co-invest alongside and in parallel with the Fund to be comprised of one or more Guernsey limited partnerships and/or investment vehicles known as the Industry Advisers Scheme (the “**Industry Advisers Scheme**”) and, together with the Fund, the “**Scheme**”); (c) a Qualified Investor is deemed able to evaluate the risks and strategy of investing in the Partnership and to bear the economic consequences of investment in the Partnership including the possibility of any loss arising from the investment; and (d) investing in the Partnership may involve special risks that could lead to a loss of all or a substantial portion of any investment that the Applicant may make in the Partnership. The Applicant represents and warrants that: (x) it is a Qualified Investor because (i) it is a Professional Investor (as defined below) applying for Interests representing an initial investment of not less than U.S.\$100,000 or equivalent in the Partnership for its own account or (ii) where the Applicant has responded “yes” to Question 6 in Tab 3 of the Supplemental Information Form contained in Appendix D, each Underlying Beneficial Owner is a Professional Investor applying for Interests representing an initial investment of not less than U.S.\$100,000 or equivalent in the Partnership for its own account; and (y) it will not acquire Interests for the benefit of any Person who is not a Qualified Investor.

“**Professional Investor**” means: (a) a government, local authority, public authority or supranational body (in the Bailiwick of Guernsey or elsewhere); (b) a person, partnership or other unincorporated association or body corporate, (whether incorporated, listed or regulated in an OECD country or otherwise) whose ordinary business or professional activity includes or it is reasonable to expect that it includes, acquiring, underwriting, managing, holding or disposing of investments whether as principal or agent, or the giving of advice on investments; (c) an affiliate of the Scheme or an associate of an affiliate of the Scheme. (The terms “**affiliate**” and “**associate of an affiliate**” are intended to refer to financial services businesses or financial services professionals associated, directly or indirectly, with the operation of the Scheme); or (d) an individual investor who makes an initial investment of not less than U.S.\$100,000 or equivalent in the Partnership.

13. The Applicant acknowledges and agrees that information provided by it to the General Partner or Administrator will be stored manually and on the computer system of the Administrator, the General Partner and any other Permira Affiliate. The Applicant acknowledges and agrees that for the purposes of the Data Protection (Bailiwick of Guernsey) Law, 2001, as amended (the “**Data Protection Law**”) and other relevant data protection legislation that may be applicable, the Administrator, the General Partner and any Permira Affiliate is required to specify the purposes for which it will hold personal data. The Administrator, the General Partner and each Permira Affiliate will only use such information for the purposes set out below (collectively, the “**Purposes**”), being to:

- (a) process the Applicant’s personal data (including sensitive personal data) as required by or in connection with the Applicant’s Interests, including processing personal data in connection with credit and money laundering checks on the Applicant;

- (b) communicate with the Applicant as necessary in connection with its affairs and generally in connection with its Interests (including with respect to Takedown Notices, Partner Distributions and any notices or information provided pursuant to the Partnership Agreement);
- (c) provide personal data to such third parties as the Administrator may consider necessary in connection with the Applicant's affairs and generally in connection with its Partnership Interest or as the Data Protection Law may permit, including to third parties outside the Bailiwick of Guernsey or the European Economic Area;
- (d) without limitation, provide such personal data to the General Partner, certain Permira Affiliates or their delegates for processing, notwithstanding that any such party may be outside the Bailiwick of Guernsey or the European Economic Area; and
- (e) process the Applicant's personal data for the Administrator's internal administration.

In providing the Administrator with information, the Applicant hereby represents and warrants to the Administrator, the General Partner and any Permira Affiliate that the Applicant has obtained the consent of each data subject to the holding and use by the Administrator, the General Partner and any Permira Affiliate and their respective associates of such data subject's personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purpose set out in paragraph 13(a)). For the purposes of this paragraph 13, "**data subject**", "**personal data**" and "**sensitive personal data**" shall have the meanings attributed to them in the Data Protection Law.

14. The Applicant hereby appoints the General Partner to be the Applicant's true and lawful Attorney with full power of substitution and full power and authority in its name, place and stead and on its behalf to execute and deliver the Partnership Agreement and, if applicable the limited partnership agreement or other governing documents of an Alternative Investment Vehicle. The Applicant hereby ratifies and approves and agrees to ratify and approve the execution and delivery by the Attorney of such agreements and all actions taken by the Attorney by virtue hereof in connection with the foregoing. This power of attorney and agency shall be irrevocable (unless, by the Final Closing Date, the Applicant has not been admitted as a Limited Partner), shall be deemed to be coupled with an interest, and shall survive the Incapacity of the Applicant or any Transfer of all or any portion of the Applicant's Interests in the Partnership.

15. The Applicant acknowledges that it understands the meaning and legal consequences of the confirmations, representations and warranties herein and that the General Partner, its affiliates and delegates will rely upon such confirmations, representations and warranties, and the Applicant hereby agrees to indemnify and hold harmless the General Partner and its affiliates, advisers, delegates, agents and representatives (together, the "**Indemnitees**" (on the basis that, for the purposes of this Application Form, the General Partner shall hold the benefit of such indemnities in this Application Form as trustee for each such Indemnitee)) and the Partnership from and against any and all claims, demands, losses, damages, expenses or liabilities (including attorneys' fees) due to or arising out of a breach of any such confirmations, representations or warranties or any confirmations, representations or warranties contained in any other document provided by the Applicant to the Fund in connection with the Applicant's investment in the Interests.

16. The Applicant hereby agrees to indemnify and hold harmless the Indemnitees and the Partnership from and against any Tax (and reasonable professional fees and other disbursements related thereto), together with interest on the foregoing amounts at the Preferred Return Rate, computed from the date of

payment by the General Partner or its delegates through the date of reimbursement to the General Partner, arising from the General Partner's or its delegate's failure to withhold and pay over to any governmental or regulatory authority in any jurisdiction any amounts computed, as required by law, with respect to the income or gains allocated to the Applicant, amounts distributed to the Applicant, or amounts rebated by the General Partner to the Applicant, with respect to the Applicant's Interests in accordance with the Partnership Agreement, except that the Indemnitees shall not be entitled to indemnification in respect of penalties, interest on penalties and professional fees and other disbursements incurred as a result of the Culpable actions of the Indemnitees. In addition to any other remedies the Indemnitees may have, any amount payable by the Applicant hereby may be offset against amounts payable by the Partnership to the Applicant. To the fullest extent permitted by law, the Applicant hereby agrees irrevocably to indemnify each of the Partnership, the General Partner and their respective affiliates, partners, members, shareholders, managers, directors, officers, employees, delegates, agents and/or representatives from and against all claims, liabilities, demands, losses, damages, costs and expenses whatsoever or howsoever arising as a result of, or in connection with, any revocation by the Applicant of its application made pursuant to this Application Form prior to the Irrevocable Date.

17. If the Applicant is treated as a "disregarded entity" or a "grantor trust" for U.S. federal income tax purposes (as indicated in the Supplemental Information Form contained in Appendix D), the Applicant hereby represents and warrants that the person treated for U.S. federal income tax purposes as the owner of the Interests for which the Applicant is subscribing (the "**Tax Owner for U.S. Purposes**") has signed this Application Form in the place provided in Section Five (Execution Section), and by signing this Application Form, each such Tax Owner for U.S. Purposes agrees that:

- (a) the covenants and agreements of the Applicant contained in this Application Form and in the Partnership Agreement shall be binding upon such Tax Owner for U.S. Purposes to the same extent as if made directly by such person; and
- (b) a proposed transfer by the Tax Owner for U.S. Purposes, or a proposed deemed transfer for U.S. federal tax purposes due to the change in U.S. tax status of the Applicant, shall be considered a proposed Transfer of Interests that are subject to the restrictions as set forth in the Partnership Agreement and this Application Form.

Upon an Applicant becoming a "disregarded entity" or a "grantor trust" subsequent to its being admitted as a Limited Partner, its Tax Owners for U.S. Purposes shall automatically become subject to the limitations set forth in this paragraph 17.

18. The Applicant covenants, represents and warrants that promptly upon request by the Partnership or the General Partner, the Applicant will provide the Partnership or the General Partner with any information, representations, certificates or forms or other documentation relating to such Applicant (or its direct or indirect owners or account holders) that the General Partner determines are necessary or appropriate in order for the Partnership to comply with applicable U.S. or non-U.S. laws, including tax laws (including all aspects of FATCA (as defined below), any analogous non-U.S. laws and any applicable intergovernmental agreement entered into in connection with FATCA and/or analogous non-U.S. laws), or to reduce any U.S. or non-U.S. tax that may be directly or indirectly imposed on the Partnership or any other Limited Partner. Upon the General Partner's request, the Applicant will take any actions (including effectuating any waivers, including the waiver of the provisions of any law that prohibit the disclosure by the Partnership or the General Partner of the information or documentation requested pursuant to this paragraph 18, prohibit the reporting of financial or account information by the Partnership or the General Partner required pursuant to FATCA, or otherwise prevent compliance by the

Partnership or the General Partner with their obligations under FATCA) and will execute any and all documents, opinions, instruments, and certificates as the General Partner shall have reasonably requested or that are otherwise required to effectuate the foregoing. The Applicant covenants to promptly update as necessary any documents and certificates provided should the Applicant's circumstances change. "FATCA" shall mean: (i) Sections 1471 to 1474 of the Internal Revenue Code and any associated legislation, regulations or guidance, or similar legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting and/or withholding tax regimes (including, without limitation, the Organisation for Economic Co-operation and Development's "Common Reporting Standard"); (ii) any intergovernmental agreement, treaty, regulation, guidance or any other agreement entered into in order to comply with, facilitate, supplement or implement the legislation, regulations or guidance described in clause (i), including, for the avoidance of doubt, any such agreement between Guernsey (or any Guernsey government body) and the United States or any other jurisdiction (including any government bodies in such jurisdiction); and (iii) any legislation, regulations or guidance in Guernsey that give effect to the matters outlined in the preceding clauses.

19. If the Applicant fails to comply with its obligations under paragraph 18, or if it provides information or documentation that is in any way misleading, or fails to update any information or documentation should its circumstances change, the Partnership reserves the right (whether or not such action or inaction leads to compliance failures by the Partnership, or a risk of the Partnership or its investors being subject to withholding tax or other penalties under FATCA): (i) to take any action and/or pursue any or all remedies at its disposal including, without limitation, withdrawal of the Applicant; and (ii) to cause the Applicant to bear the economic burden of any taxes, liabilities, costs or expenses imposed (directly or indirectly) as a result of the Applicant's failure to comply with paragraph 18 by specially allocating such taxes, liabilities, costs or expenses to the Applicant and/or withholding such amounts from proceeds otherwise distributable to the Applicant. In the event the Partnership fails to withhold such amounts, the Applicant further acknowledges that the Partnership may require the Applicant to reimburse the Partnership or the General Partner, as applicable, for such amounts. In addition, the General Partner shall have full authority (but will not be required) to take any steps that the General Partner reasonably determines are necessary or appropriate to mitigate the consequences to the Partnership, any entity in which the Partnership holds (directly or indirectly) an equity or debt interest, and/or any other Limited Partner of such Applicant's failure to comply with its obligations under paragraph 18.

20. To the fullest extent permitted by law, the Applicant shall have no claim against the Partnership, any member of the Partnership's "expanded affiliated group" within the meaning of Section 1471(e)(2) of the Internal Revenue Code or the General Partner for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Partnership in order to comply with FATCA, and the Applicant hereby indemnifies the Partnership, any member of the Partnership's "expanded affiliated group" within the meaning of Section 1471(e)(2) of the Internal Revenue Code, the General Partner, any investment manager of the Partnership, any administrator of the Partnership and each of their respective principals, members, managers, officers, directors, stockholders, employees and agents, and holds them harmless from and against any FATCA related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever, that the Partnership, any member of the Partnership's "expanded affiliated group" within the meaning of Section 1471(e)(2) of the Internal Revenue Code, the General Partner, any investment manager of the Partnership, any administrator of the Partnership and any of their respective principals, members, managers, officers, directors, stockholders, employees and agents may incur as a result of any action or inaction (directly or indirectly) of the Applicant (or any related person) described above. This indemnification shall survive the Applicant's death or disposition of its interest in the Partnership.



21. The Applicant acknowledges that the General Partner will rely upon the tax-treaty benefits identified in the Supplemental Information Form contained in Appendix D in using its Best Efforts to make, cause the Partnership to make, or assist the Applicant in making any filings, applications or elections to obtain any available exemption from, or refund of, any withholding or other Taxes with respect to amounts payable to the Partnership or distributable by the Partnership to the Applicant, on the terms set out in paragraph 5.4.8 of the Partnership Agreement. The Applicant may be required to provide certifications or other information in order to claim the benefits of any applicable treaty, including the forms required in Section Six.

22. The Applicant: (i) authorises the General Partner and its affiliates and delegates to utilise and to provide information regarding the Applicant, including information for reporting of tax withholding, to intermediaries, such as any Permira Affiliates, the Fund's counsel, counterparties and withholding agents, and any of their respective affiliates; and (ii) agrees to allow each of the Fund, the General Partner and its delegates and any Permira Affiliate to release the name of or other confidential information about the Applicant (including citizenship, residency, ownership, tax status, business or control) and any forms or documentation provided in connection herewith or requested by the Partnership or the General Partner hereunder or under the Partnership Agreement) and, if applicable, any underlying beneficial ownership, to authorities, regulators, Tax Authorities or self-regulatory organisations if requested or demanded thereby, including in order to comply with FATCA or other applicable tax laws, or as the General Partner, in its sole discretion, otherwise determines. The Applicant expressly authorises the Fund, the General Partner, its delegates and any Permira Affiliate to provide copies of any tax or tax-related documentation arising out of or related to the Applicant's investment in the Partnership (including, without limitation, returns, withholding statements, information filings or requests) to any financial advisors, investment managers, agents, representatives, attorneys, accountants, tax advisors, consultants of the Applicant or other persons that provide services to, or otherwise advise, the Applicant. Moreover, notwithstanding any provision to the contrary, the Applicant (and each employee, representative or other agent of such Applicant) may disclose to any and all persons, without limitation of any kind, the tax treatment and any facts that may be relevant to the tax structure of the transactions contemplated by this Application Form, the Memorandum and the Partnership Agreement; provided that such Person shall not disclose any other information that is not relevant to understanding the tax treatment and tax structure of such transactions (including the identity of any party and any information that could lead another Person to determine the identity of any party) or any other information to the extent that such disclosure could result in a violation of any law or regulation.

23. The Applicant acknowledges that the directors of Permira VI G.P. Limited, the general partner of the General Partner ("GPCo"), as of the date hereof, are Nigel Carey, Christopher Crozier, Belinda Burgess, Simon Holden, Tom Lister and Alistair Boyle. Belinda Burgess is an employee and director of Northern Trust International Fund Administration Services (Guernsey) Limited, the current Administrator to the Fund and a member of the same group as Northern Trust (Guernsey) Limited, the current depositary (the "**Depositary**") to the Fund. Nigel Carey is a consultant and former partner of Carey Olsen, the Fund's legal advisers as to Guernsey law. The aggregate remuneration of the directors of GPCo in respect of their activities as directors is not expected to exceed £50,000 per annum. This remuneration is payable by GPCo. GPCo is owned by Permira Holdings Limited, a Guernsey company that also owns the Investment Adviser and certain Investment Consultants. Permira Holdings Limited is ultimately controlled by the partners of Permira, one of whom is Tom Lister. Christopher Crozier, Alistair Boyle and Tom Lister are employees and/or directors of entities which are owned or controlled by, or which are advisors to, Permira Holdings Limited or its subsidiaries. Each of Christopher Crozier, Alistair Boyle and Tom Lister are remunerated by subsidiaries of Permira Holdings Limited and may be

allocated a portion of the Carried Interest in respect of the Fund by GPCo. The directors of GPCo may individually (directly or indirectly) invest in and/or alongside the Fund. The details of any other directorships that are held and have been held in the past five years by the directors will be made available to any potential investors at the registered office of the General Partner. It is not intended that the Fund's auditors or the Depositary will (directly or indirectly) hold any interests in and/or alongside the Fund. Certain directors and employees of the Administrator may individually (directly or indirectly) invest in and/or alongside the Fund.

24. The Applicant acknowledges that: (i) the General Partner (acting by GPCo) will be party to an investment advisory agreement with the Investment Adviser, pursuant to which it is anticipated that the General Partner will pay to the Investment Adviser such amounts as are agreed between the parties from time to time in respect of advisory services; (ii) the General Partner will also be party to an administration agreement with the Administrator, pursuant to which it is anticipated that the General Partner will pay to the Administrator such amounts as are agreed between the parties from time to time in respect of administration services; and (iii) the fees of the Administrator and the Depositary will be borne by the Fund to the extent that they are Partnership Expenses.

25. The Applicant acknowledges and irrevocably agrees that: (i) except as otherwise specified, this Application Form and the rights and obligations of the parties arising out of or in connection with it or with the subscription process, whether contractual, non-contractual or pre-contractual, shall be governed by and construed in accordance with the laws of the Island of Guernsey; (ii) the Courts of the Island of Guernsey shall have exclusive jurisdiction to hear and decide any proceedings relating to any claim or dispute arising from or in connection with the matters referred to in clause (i) above (including any dispute regarding the existence, validity or termination of this Application Form or relating to any contractual, non-contractual or pre-contractual obligation arising out of or in connection with this Application Form or with the subscription process (a "**Dispute**"), and for these purposes, the Applicant irrevocably submits to the jurisdiction of the Courts of the Island of Guernsey; (iii) the Applicant irrevocably waives any objection which it might at any time have to the Courts of the Island of Guernsey being nominated as the forum to hear, decide and/or settle any proceedings relating to the matters referred to in clause (i) above and agrees not to claim that the Courts of the Island of Guernsey are not a convenient or appropriate forum for any such proceedings and further irrevocably agrees that a judgment in any such proceedings brought in the Courts of the Island of Guernsey shall be conclusive and binding upon the Applicant and may be enforced in the courts of any other jurisdiction; and (iv) nothing in this paragraph 25 shall prevent the General Partner from taking proceedings in relation to any Dispute in any (a) other court or courts with jurisdiction (and to the extent allowed by law, the General Partner may take concurrent proceedings in relation to any Dispute in any number of jurisdictions), or (b) arbitration forum where the General Partner has previously agreed in writing with the Applicant that any Dispute in relation to the Applicant shall be resolved through arbitration.

26. The Applicant irrevocably agrees that any documents which start any proceedings, and any other documents relating to any proceedings, may be served on the Applicant by delivering or posting such documents to the address for service given in the Supplemental Information Form contained in Appendix D or to such other address for service as may be specified from time to time by notice from the Applicant to the General Partner. If the Applicant has not specified any address for service in the Supplemental Information Form and no address for service has subsequently been specified by notice to the General Partner, the Applicant hereby irrevocably agrees that any such documents may be served on the Applicant by delivering or posting such documents to Permira VI G.P. L.P., PO Box 503, Trafalgar Court, Les Banques, St Peter Port, Guernsey GY1 6DJ, Channel Islands or any other place of business of Permira VI G.P. L.P. at the time of service. The Applicant acknowledges that it will be solely

responsible for making arrangements to ensure that any documents served on it in this manner come to its attention, and that this paragraph 26 is without prejudice to the right of any party to any proceedings to serve any documents on it by any other manner allowed by law.

27. The Applicant hereby declares, represents and warrants that when executing this Application Form, it downloaded, printed and read the whole document (and not just Section Five), including the Appendices hereto, and executed it in complete form. The Applicant confirms that, if this Application Form is signed on its behalf by an attorney, such attorney has full power and authority, which has not been revoked, to execute and deliver this Application Form in such capacity and on the Applicant's behalf and the Applicant represents that such attorney possesses the requisite power and authority to sign on its behalf and undertakes to provide the relevant power of attorney (or a certified copy thereof).

28. The Applicant: (i) has a good knowledge of the English language in general and as such has been able to review and fully understand the contents of the Memorandum as well as the Partnership Agreement and this Application Form, which have each been provided to it in English, and accordingly the Applicant is capable of assessing the merits of, and the risks related to, an investment in the Partnership; and (ii) acknowledges that, as a result, any investment in the Partnership by the Applicant will be based solely on the English version of such documents.

29. The Applicant hereby waives, to the extent permitted by the laws of the Island of Guernsey, any potential claim, action, case or argument relating to any marketing, selling or other relevant regulatory requirements, whether pursuant to applicable securities laws in its jurisdiction of establishment or residence or otherwise, in connection with the provision of any documents (including, without limitation, the Memorandum, this Application Form, and the Partnership Agreement) or other information relating to the Partnership, the General Partner or any of their respective associates and/or to market conditions or opportunities generally, which has been received by the Applicant or by any of its representatives in connection with the Applicant's application for Interests.

30. Except as otherwise disclosed in writing to the General Partner, if the Applicant is an unquoted company, a limited partnership, a limited liability partnership, or a trust, it hereby represents and warrants that neither it nor, so far as known to it, any individual who (i) executes this Application Form, (ii) ultimately owns or controls (directly or indirectly) more than 25% of the profits, shares or voting rights in, or capital of, the company, limited partnership or limited liability partnership (as applicable), (iii) is a general partner of the limited partnership, (iv) exercises control over the management of the limited partnership or trust, or (v) is entitled to a specific vested interest in at least 25% of the capital of the trust property is an individual who is a "politically exposed person".<sup>1</sup>

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<sup>1</sup> For purposes of this paragraph 30, "politically exposed person" means:

- a) an individual who is, or has at any time, been entrusted with a prominent public function by (i) a state other than the United Kingdom, (ii) an EU Community institution or (iii) an international body, including a person falling in any of the following categories:
  - 1. heads of state, heads of government, ministers and deputy or assistant ministers;
  - 2. members of parliaments;
  - 3. members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not generally subject to further appeal, other than in exceptional circumstances;
  - 4. members of courts of auditors or of the boards of central banks;
  - 5. ambassadors, chargés d'affaires and high-ranking officers in the armed forces; and

31. If the Applicant is a “**Benefit Plan Investor**” (i.e., (i) an employee benefit plan (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (ii) any plan (as defined in Section 4975(e)(1) of the Internal Revenue Code) that is subject to Section 4975 of the Internal Revenue Code, or (iii) any entity whose underlying assets are deemed to constitute “plan assets” under applicable law by reason of any such plan’s investment in the entity), the fiduciary executing this Application Form on behalf of a Benefit Plan Investor (the “**Fiduciary**”) represents and warrants to the General Partner that:

- (a) The Fiduciary made the decision to invest the assets of the Benefit Plan Investor in the Partnership or is authorised to make the following representations and warranties on behalf of the fiduciary that made such decision.
- (b) The Fiduciary is not acting on behalf of a Benefit Plan Investor that is a participant-directed defined contribution employee benefit plan.
- (c) The Fiduciary is not acting on behalf of a Benefit Plan Investor that is a voluntary and contributory employee benefit plan.
- (d) The Applicant’s commitment to purchase Interests does not, in the aggregate, constitute more than 10% of the fair market value of the Applicant’s assets.
- (e) (i) None of the General Partner or any of its affiliates has acted as a fiduciary of the Applicant with respect to the Applicant’s proposed investment in the Partnership within the meaning of section 3(21) of ERISA; (ii) no advice provided by the General Partner or any of its affiliates has formed a primary basis for the Applicant’s investment decision in connection with the Applicant’s proposed investment; and (iii) the purchase and holding of the Interests will not constitute a non-exempt prohibited transaction.
- (f) The Applicant’s proposed investment in the Partnership is prudent for the Applicant (taking into account any applicable liquidity and diversification requirements of ERISA).
- (g) The Applicant’s proposed investment in the Partnership is permitted under ERISA, the Internal Revenue Code, any other applicable law and the governing documents of the Applicant.

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- 6. members of the administrative, management or supervisory bodies of state-owned enterprises;
  - b) an immediate family member of a person falling within (a) above, including their spouse, partner, children and their spouses or partners and parents (“partner” meaning a person who is considered by his national law as equivalent to a spouse); and
  - c) a known close associate of a person falling within (a) above, including an individual who is known to have joint beneficial ownership of a legal entity or legal arrangement, or any other close business relation, with such person or any individual who has sole beneficial ownership of a legal entity or arrangement which is known to have been set up for the benefit of such person.

## SECTION FOUR

### U.S. INVESTOR SECTION

**This section must be completed by all U.S. Investors (as defined in “C. Definition of ‘U.S. Investors’” at the end of this Section Four) and by those Applicants investing from the United States. Applicants who are not U.S. Investors and/or are not investing from the United States do not need to complete this section.**

The information contained herein is being furnished to the General Partner in order to enable it to determine whether the Applicant’s application for Interests in the Partnership may be accepted by it pursuant to Regulation D promulgated under the Securities Act and other U.S. securities laws. The Applicant understands that: (i) the General Partner will rely upon the following information for purposes of such determination; (ii) the Interests will not be registered under the Securities Act in reliance upon the exemption from registration provided by the Securities Act and Regulation D; (iii) this Application Form, the Interests offered, and the offering have not been approved, disapproved or passed on by any U.S. federal or state, or non-U.S. regulatory agency or commission, securities or commodities exchange or self-regulatory organisation; and (iv) the Partnership will not register as an investment company under the U.S. Investment Company Act of 1940, as amended (the “**Investment Company Act**”) in reliance upon the exemption from registration provided by Section 3(c)(7) thereof, which permits private investment companies to sell their interests, on a private placement basis, to U.S. investors that are qualified purchasers (provided that the General Partner in its sole discretion may determine to rely on any other available exemption).

Certain defined terms in this Section Four are defined at the end of this section.

Please answer the following questions and attach additional pages if necessary.

1. The Applicant is an institution that qualifies as an accredited investor because it is one of the following (please place an “x” in the appropriate box):

(a) a corporation, a non-profit organisation described in section 501(c)(3) of the Internal Revenue Code, a Massachusetts or similar business trust, or a partnership (in each case, not formed for the specific purpose of acquiring Interests) with total assets in excess of \$5,000,000;

(b) a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring Interests, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of an investment in the Interests;

If the Applicant places an “x” in this box, please attach information to the completed Application Form documenting the experience of the person directing the trust’s purchase.

(c) a bank (as defined in section 3(a)(2) of the Securities Act) or any savings and loan association or other institution (as defined in section 3(a)(5)(A) of the Securities Act) whether acting in its individual or fiduciary capacity;

- (d) a broker or dealer registered pursuant to section 15 of the U.S. Securities Exchange Act of 1934, as amended;
- (e) an insurance company (as defined in section 2(a)(13) of the Securities Act);
- (f) an investment company registered under the Investment Company Act;
- (g) a business development company (as defined in section 2(a)(48) of the Investment Company Act);
- (h) a Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the U.S. Small Business Investment Act of 1958, as amended;
- (i) an employee benefit plan within the meaning of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”), if the investment decision is made by a plan fiduciary (as defined in section 3(21) of ERISA) which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors (as defined in Rule 501 under the Securities Act);
- (j) a private business development company (as defined in section 202(a)(22) of the U.S. Investment Advisers Act of 1940, as amended);
- (k) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivision, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; or
- (l) an entity in which all of the equity owners are accredited investors.

2. The Applicant is a “qualified purchaser” as defined in section 2(51)(A) of the Investment Company Act, because the Applicant is one of the following (please place an “x” in the appropriate box):

- (a) a company that owns not less than \$5,000,000 in “investments” and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouses (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organisations, or trusts established by or for the benefit or such persons;
- (b) a trust not covered by 2(a) above and that was not formed for the specific purpose of acquiring interests in the Partnership, as to which the trustee or other person authorised to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a qualified purchaser<sup>2</sup>; or

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<sup>2</sup> This includes a natural person who owns not less than \$5,000,000 in “investments”.

(c) a person, acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis not less than \$25,000,000 in "investments".

3. Please place an "x" in the box if the Applicant would be an "investment company," but for the exclusions provided by Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act.

4. The Applicant should only answer this question 4 if it has placed an "x" in the box in question 3 above. Please place an "x" in the box in this question 4 if the Applicant or any entity through which any of its beneficial owners invest in it was formed on or before 30 April 1996. If the Applicant places an "x" in the box, the Applicant hereby represents and warrants that: (i) all of its beneficial owners who acquired their interest in it on or before 30 April 1996 and (ii) all beneficial owners who acquired their interest in the entity through which they invest in the Applicant on or before 30 April 1996, have consented to the Applicant's treatment as a qualified purchaser.

5. For Governmental Plans or Units

Is the Applicant entitled to assert sovereign immunity or a similar defence against the enforcement of its obligations under this Application Form or the Partnership Agreement?

Yes   X   No \_\_\_\_\_ Not Applicable \_\_\_\_\_

If "Yes," please attach a copy of the legislation or charter that sets forth the scope of such defence.

## DEFINED TERMS USED IN SECTION FOUR

### A. DEFINITION OF "INVESTMENTS" IN SECTION FOUR

For purposes of determining qualified purchaser status, the term "**investments**" means:

- (1) securities (as defined by section 2(a)(1) of the Securities Act), other than securities of an issuer that controls, is controlled by, or is under common control with, the Applicant that owns such securities, unless the issuer of such securities is:
  - (i) an investment company or a company that would be an investment company but for the exclusions or exemptions provided by the Investment Company Act, or a commodity pool; or
  - (ii) a Public Company (as defined below); or
  - (iii) a company with shareholders' equity of not less than \$50 million (determined in accordance with generally accepted accounting principles) as reflected on the company's most recent financial statements; *provided*, that such financial statements present the information as of a date within 16 months preceding the date on which the Applicant acquires Interests in the Partnership;
- (2) real estate held for investment purposes;
- (3) Commodity Interests (as defined below) held for investment purposes;
- (4) Physical Commodities (as defined below) held for investment purposes;
- (5) to the extent not securities, Financial Contracts (as defined below) entered into for investment purposes;
- (6) in the case of an Applicant that is a company that would be an investment company but for the exclusion provided by Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act, or a commodity pool, any amounts payable to such Applicant pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the Applicant upon the demand of the Applicant; and
- (7) cash and cash equivalents (including non-U.S. currencies) held for investment purposes. Cash and cash equivalents shall include:
  - (i) bank deposits, certificates of deposit, bankers acceptances and similar bank instruments held for investment purposes; and
  - (ii) the net cash surrender value of an insurance policy.

Real estate that is used by the Applicant or a Related Person (as defined below) of the Applicant for personal purposes or as a place of business, or in connection with the conduct of the trade or business of the Applicant or a Related Person of the Applicant, shall NOT be considered real estate held for investment purposes; *provided*, that real estate owned by an Applicant that is engaged primarily in the business of investing, trading or developing real estate in connection with such business may be deemed to be held for investment purposes. However, residential real estate shall not be deemed to be used for



personal purposes if deductions with respect to such real estate are not disallowed by section 280A of the Internal Revenue Code.

A Commodity Interest or Physical Commodity owned, or a Financial Contract entered into, by the Applicant that is engaged primarily in the business of investing, reinvesting, or trading in Commodity Interests, Physical Commodities or Financial Contracts in connection with such business may be deemed to be held for investment purposes.

**“Commodity Interests”** means commodity futures contracts, options on commodity futures contracts, and options on physical commodities traded on or subject to the rules of:

- (i) any contract market designated for trading such transactions under the U.S. Commodity Exchange Act and the rules thereunder; or
- (ii) any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the U.S. Commodity Exchange Act.

**“Public Company”** means a company that:

- (i) files reports pursuant to Section 13 or Section 15(d) of the U.S. Securities Exchange Act of 1934, as amended; or
- (ii) has a class of securities that are listed on a “designated offshore securities market,” as defined by Regulation S of the Securities Act.

**“Financial Contract”** means any arrangement that:

- (i) takes the form of an individually negotiated contract, agreement, or option to buy, sell, lend, swap, or repurchase, or other similar individually negotiated transaction commonly entered into by participants in the financial markets;
- (ii) is in respect of securities, commodities, currencies, interest or other rates, other measures of value, or any other financial or economic interest similar in purpose or function to any of the foregoing; and
- (iii) is entered into in response to a request from a counterparty for a quotation, or is otherwise entered into and structured to accommodate the objectives of the counterparty to such arrangement.

**“Physical Commodities”** means any physical commodity with respect to which a Commodity Interest is traded on a market specified in the definition of Commodity Interests above.

**“Related Person”** means a person who is related to the Applicant as a sibling, spouse or former spouse, or is a direct lineal descendant or ancestor by birth or adoption of the Applicant, or is a spouse of such descendant or ancestor; *provided* that, in the case of a Family Company (as defined below), a Related Person includes any owner of the Family Company and any person who is a Related Person of such owner.

**“Family Company”** means a company that owns not less than \$5,000,000 in investments and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organisations or trusts established by or for the benefit of such persons.

For purposes of determining the amount of investments owned by a company described in Section 2(c) of Section Four, there may be included investments owned by majority-owned subsidiaries of the company and investments owned by a company (**“Parent Company”**) of which the company is a majority-owned subsidiary, or by a majority-owned subsidiary of the company and other majority-owned subsidiaries of the Parent Company.

In determining whether a natural person is a qualified purchaser, there may be included in the amount of such persons’ investments any investments held jointly with such person’s spouse, or investments in which such person shares with such person’s spouse a community property or similar shared ownership interest.

In determining whether a natural person is a qualified purchaser, there may be included in the amount of such person’s investments any investments held in an individual retirement account or similar account the investments of which are directed by and held for the benefit of such person.

#### **B. VALUATION OF INVESTMENTS IN SECTION FOUR**

The general rule for determining the value of investments is that the value of the aggregate amount of investments owned and invested on a discretionary basis by such person shall be the investments’ fair market value on the most recent practicable date or their cost. This general rule is subject to the following provisos:

- (1) In the case of Commodity Interests, the amount of investments shall be the value of the initial margin or option premium deposited in connection with such Commodity Interests; and
- (2) In each case, there shall be deducted from the amount of investments owned by such person the following amounts:
  - (i) the amount of any outstanding indebtedness incurred to acquire or for the purpose of acquiring the investments owned by such person; and
  - (ii) in determining whether a Family Company is a qualified purchaser, in addition to the amounts specified in paragraph 2(i) above, any outstanding indebtedness incurred by an owner of the Family Company to acquire such investments shall be deducted from the value of such Family Company’s investments.

#### **C. DEFINITION OF “U.S. INVESTORS”**

**“U.S. Investors”** include any U.S. Person. **“U.S. Person”** means (1) any natural person resident in the United States; (2) any partnership or corporation organised or incorporated under the laws of the United States; (3) any estate of which any executor or administrator is a U.S. Person; (4) any trust of which any trustee is a U.S. Person; (5) any agency or branch of a non-U.S. entity located in the United States; (6) any non-discretionary account or similar account (other than an estate or trust) held by a

dealer or other fiduciary for the benefit or account of a U.S. Person; (7) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated or (if an individual) resident in the United States; and (8) any partnership or corporation if (x) organised or incorporated under the laws of any non-U.S. jurisdiction and (y) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned, by “accredited investors” who are not natural persons, estates or trusts.


The definition of “U.S. Person” does not include (a) any discretionary or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States; (b) any estate administered or executed by a professional fiduciary that is a U.S. Person if (i) the estate is governed by non-U.S. law and (ii) another executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion for the assets of the estate; (c) any trust managed by a professional fiduciary that is a U.S. Person, if (i) another trustee who is not a U.S. Person has sole or shared investment discretion for the trust’s assets and (ii) no beneficiary of the trust (and no settlor, for revocable trusts) is a U.S. Person; (d) an employee benefit plan established and administered in accordance with the law, customary practices and documentation of a country other than the United States; (e) any agency or branch of a U.S. Person located outside the United States if (i) the agency or branch operates for valid business reasons and (ii) the agency or branch is engaged in the insurance or banking business and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (f) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and any other similar international organisations, and their respective agencies, affiliates and pension plans.

**SECTION FIVE**

**EXECUTION SECTION**

IN WITNESS WHEREOF, the Applicant has executed and delivered this Application Form, incorporating this Power of Attorney and Agency.

Dated September 21, 2016 [ ]

Signed by  )  
 )  
 ) David R. Fillman Signature and full  
 ) name and title of  
 ) State Employees' Retirement System person(s) signing  
 )  
 )  
 ) Chairman  
 )

**SUPPLEMENTAL SIGNATURES**

**REQUIRED ONLY IF THE APPLICANT DESIGNATES ITS TAX CLASSIFICATION AS A "GRANTOR TRUST" OR "DISREGARDED ENTITY" IN QUESTION 12 IN TAB 3 OF THE SUPPLEMENTAL INFORMATION FORM.**

IN WITNESS WHEREOF, the owner of the Applicant has executed and delivered this Application Form, agreeing to be bound by all of its provisions and incorporating this Power of Attorney and Agency.

Dated.....[ ]

Signed by )  
 )  
 ) Signature and full  
 ) name and title of  
 ) (Please print full name of Applicant's person(s) signing  
 ) Tax Owner for U.S. Purposes)  
 )  
 )  
 )  
 )

1. This Application Form must be signed and witnessed in accordance with the partnership agreement, trust deed, articles of association, by-laws or other regulations of the Applicant and the rules and laws in force in the place of signing governing the execution or swearing of powers of attorney, affidavits or (as the case may be) documents of that class or description.

David Felix  
davifelix@pa.gov  
07/14/2016 08:13:37

2. If this Application Form is signed by an attorney, the power of attorney (or a certified copy thereof) must accompany this Application Form.
3. Documents evidencing each signatory's authority to sign on behalf of the Applicant must accompany this Application Form.

## SECTION SIX

### TAX SECTION

This section lists certain U.S. tax forms that the General Partner is required to collect by U.S. law from the Applicant. These forms will be used to determine applicable U.S. withholding tax obligations on payments the Fund receives and/or Partner Distributions made or deemed made by the Fund to the Limited Partners, as well as to determine a non-U.S. entity's status under FATCA. The descriptions below are for information purposes only and are not investment, legal or tax advice. The Applicant should consult with its own tax adviser to determine which of the forms must be completed, for assistance with completing the appropriate form(s), and to determine if the Applicant is required to make any other tax or regulatory filings in connection with its proposed investment in Permira VI.

#### For U.S. Persons:

- Form W-9 U.S. Persons must provide Form W-9.

**For non-U.S. Persons** (consult with a tax adviser to determine which of the following forms must be completed):

- Form W-8BEN A non-U.S. individual who is the beneficial owner of Partnership income must provide Form W-8BEN.
- Form W-8BEN-E A non-U.S. entity that is the beneficial owner of Partnership income must provide Form W-8BEN-E.
- Form W-8IMY Certain non-U.S. Persons that act as intermediaries with respect to Partnership income must provide Form W-8IMY (as well as certain documentation relating to the beneficial owner(s) of the income). Persons required to provide Form W-8IMY may include flow-through entities such as non-U.S. partnerships and non-U.S. trusts, U.S. branches of certain non-U.S. banks or insurance companies, qualified intermediaries that are not acting for their own accounts or nonqualified intermediaries that are not acting for their own accounts.
- Form W-8EXP Non-U.S. governments, international organisations, non-U.S. central banks, non-U.S. tax-exempt organisations, and non-U.S. private foundations that are eligible to claim a reduced rate of U.S. withholding based on their special status should provide Form W-8EXP.
- Form W-8ECI A non-U.S. Person may claim exemption from withholding on Effectively Connected Income on Form W-8ECI (provided that the Effectively Connected Income will be reported on the non-U.S. person's U.S. federal income tax return). Certain Applicants may receive such income from the Partnership as a result of their independent business activities.

These forms and related instructions may be obtained from the website of the U.S. Internal Revenue Service (the "IRS"), <http://www.irs.ustreas.gov>. For convenience, Form W-9 and Form W-8BEN-E are also attached to the back of this Application Form. Please fill out and return the applicable

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davifelix@pa.gov  
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form(s) (with this Application Form) to the General Partner. **Please do not send these forms to the IRS.**

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Commonwealth of Pennsylvania State Employees' Retirement System**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ **state governmental plan**

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) **3**  
 Exemption from FATCA reporting code (if any) **C**  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**30 North Third Street, Suite 150**

**6** City, state, and ZIP code  
**Harrisburg PA 17101-1716**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

						-						
--	--	--	--	--	--	---	--	--	--	--	--	--

or

**Employer identification number**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person *James K. Bickel, Admin. Officer* Date *September 23, 2016*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**APPENDIX A**

**ANTI-MONEY LAUNDERING REQUIREMENTS CHECKLIST**

**This Appendix A must be completed by all Applicants.**

Please place an "x" in the box to confirm that the Applicant has provided the listed documents to the General Partner. The Applicant must provide a copy of each document listed under the Applicant's entity type. The General Partner reserves the right in its sole discretion to request additional or alternative information from any Applicant.

**Where a "certified copy" of a document is required:** the document must be certified by a qualified lawyer, notary, banker or accountant (in each case, a "Certifier") in the manner described below. The original of any such certified copy must be sent to the General Partner at the mailing address listed in Section One.

- **Identification documents:**

*"I [printed name of Certifier] hereby confirm that I have met the individual and certify this to be a true copy of an original document which I have seen and that the photograph therein is a true likeness of the person described therein."*

Date:

Print name of Certifier:

Signature of Certifier:

Capacity as Certifier: [e.g. Lawyer]

Contact details: [Name of the firm the Certifier represents, telephone no. and address]

- **All other documents:**

*"I [printed name of Certifier] hereby certify this to be a true copy of an original document which I have seen."*

Date:

Print name of Certifier:

Signature of Certifier:

Capacity as Certifier: [e.g. Lawyer]

Contact details: [Name of the firm the Certifier represents, telephone no. and address]

<b>A. UNQUOTED COMPANY (UNREGULATED)</b>		
1.	Certified copy of certificate of registration or incorporation, or equivalent.	<input type="checkbox"/>
2.	Details of: (i) registered office address; (ii) business address (if different); and (c) a brief description of the business.	<input type="checkbox"/>
3.	Lists of shareholders, directors and/or senior officers.	<input type="checkbox"/>
4.	Certified copy of passport and utility bill (less than 3 months old) of each individual who ultimately owns or controls (directly or indirectly) more than 25% of the shares or voting rights in the company.	<input type="checkbox"/>
5.	Copy of latest annual audited accounts (or, if no accounts have been prepared, description of source of funds from which the Applicant's Commitment will be funded).	<input type="checkbox"/>

6.	Board minutes or resolution approving the investment in the Fund.	<input type="checkbox"/>
7.	Certified copy of list of authorised signatories (including the individuals who sign this Application Form).	<input type="checkbox"/>
8.	Certified copy of passport and utility bill (less than 3 months old) of each individual who signs this Application Form.	<input type="checkbox"/>

<b>B. QUOTED COMPANY<sup>3</sup> AND ANY COMPANY CONTROLLED BY A QUOTED COMPANY</b>		
1.	Documentary evidence of quoted status. (If quoted on an exchange, please provide a printed copy of the relevant page of the exchange's website.)	<input type="checkbox"/>
2.	If the Applicant is under the control (majority owned and consolidated subsidiary) of a quoted company: (i) documentary evidence of its parent company's shareholder status (e.g., copy of shareholder register or equivalent document); and (ii) documentary evidence of its parent company's quoted status.	<input type="checkbox"/>
3.	Board minutes or resolution approving the investment in the Fund.	<input type="checkbox"/>
4.	Certified copy of list of all authorised signatories (including the individuals who sign this Application Form).	<input type="checkbox"/>
5.	Certified copy of passport and utility bill (less than 3 months old) of each individual who signs this Application Form.	<input type="checkbox"/>

<b>C. LIMITED PARTNERSHIP (NOT LLP)</b>		
1.	Full list of all general partners. Additionally, please provide: (i) for each general partner who is an individual, a certified copy of his/her passport and utility bill (less than 3 months old); and (ii) for each general partner who is a corporate, the information specified at Table A, B or G as appropriate.	<input type="checkbox"/>
2.	Full list of all limited partners who are each ultimately entitled to or control (directly or indirectly) more than 25% of the capital or profits of or voting rights in the partnership or who otherwise each exercises control over the management of the partnership.	<input type="checkbox"/>
3.	Certified copy of the certificate of registration and partnership agreement.	<input type="checkbox"/>
4.	Copy of latest annual audited accounts (or, if no accounts have been prepared, description of source of funds from which the Applicant's Commitment will be funded).	<input type="checkbox"/>
5.	Details of: (i) the total number of partners (both general and limited); (ii) membership of any relevant professional or trade association; (iii) principal place of business; and (iv) a brief description of the business.	<input type="checkbox"/>
6.	Meeting minutes or resolution approving the investment in the Fund.	<input type="checkbox"/>
7.	Certified copy of list of authorised signatories (including the individuals who sign this Application Form).	<input type="checkbox"/>

<sup>3</sup> If the Applicant is not quoted on a "regulated market" for the purposes of section 9 of the Insider Dealing (Securities and Regulated Markets) Order, 1996, as amended, additional information is likely to be required.

8.	Certified copy of passport and utility bill (less than 3 months old) of each individual who signs this Application Form.	<input type="checkbox"/>
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<b>D. LIMITED LIABILITY PARTNERSHIP (LLP)</b>		
1.	Certified copy of certificate of registration, certificate of trade or equivalent.	<input type="checkbox"/>
2.	Details of: (i) registered office address; (ii) business address (if different); and (iii) a brief description of the business.	<input type="checkbox"/>
3.	Full list of members.	<input type="checkbox"/>
4.	Certified copy of passport and utility bill (less than 3 months old) of each individual who ultimately owns or controls (directly or indirectly) more than 25% of the capital or voting rights in the LLP.	<input type="checkbox"/>
5.	Copy of latest annual audited accounts (or, if no accounts have been prepared, description of source of funds from which the Applicant's Commitment will be funded).	<input type="checkbox"/>
6.	Meeting minutes or resolution approving the investment in the Fund.	<input type="checkbox"/>
7.	Certified copy of list of authorised signatories (including the individuals who sign this Application Form).	<input type="checkbox"/>
8.	Certified copy of passport and utility bill (less than 3 months old) of each individual who signs this Application Form.	<input type="checkbox"/>

<b>E. LOCAL AUTHORITY OR GOVERNMENT DEPARTMENT OR UNIVERSITY OR SUPRA-NATIONAL ORGANISATION</b>		
1.	Details of: (i) the nature and status of the entity; (ii) the principal address of the entity; and (iii) the home state authority.	<input checked="" type="checkbox"/>
2.	Evidence of legal standing (e.g., by-laws or statute), including ownership.	<input checked="" type="checkbox"/>
3.	List of all directors (or equivalent).	<input checked="" type="checkbox"/>
4.	Meeting minutes or resolution approving the investment in the Fund.	<input checked="" type="checkbox"/>
5.	Certified copy of list of all authorised signatories (including the individuals who sign this Application Form).	<input checked="" type="checkbox"/>
6.	Certified copy of passport and utility bill (less than 3 months old) of each individual who signs this Application Form.	<input type="checkbox"/>

<b>F. TRUST</b>		
1.	Details of: (i) the nature, purpose and objects of the trust; (ii) the country of establishment of the trust; and (iii) name and address of any protector or controller.	<input type="checkbox"/>
2.	Copy of the trust deed.	<input type="checkbox"/>

3.	List of trustees of the trust and evidence of their appointment.	<input type="checkbox"/>
4.	List of beneficiaries of the trust or description of the group of beneficiaries.	<input type="checkbox"/>
5.	Certified copy of passport of each individual who: (i) is entitled to a specific vested interest in at least 25% of the capital of the trust property (either directly or through a body corporate which such individual controls or in which such individual has more than 25% of the shares or voting rights); or (ii) has control over the trust. <sup>4</sup>	<input type="checkbox"/>
6.	Board minutes or resolution approving the Applicant's investment in the Fund.	<input type="checkbox"/>
7.	Certified copy of passport and utility bill (less than 3 months old) of each individual who signs this Application Form.	<input type="checkbox"/>
8.	For each of the Settlor, Trustees, and the Protector (if any), certified copy of passport and utility bill (less than 3 months old) (or if a corporate, the information specified at Table A, B or G, as applicable).	<input type="checkbox"/>

<b>G. PENSION FUND</b>		
1.	Certified copy of the trust deed or other such constitutional document.	<input type="checkbox"/>
2.	Certified constitutional documents for trustees/administrators.	<input type="checkbox"/>
3.	Certified constitutional documents for the sponsoring employer (or certified copy of passport and utility bill (less than 3 months old) if settlor is an individual).	<input type="checkbox"/>
4.	Certified copy of list of authorised signatories (including the individuals who sign this Application Form).	<input type="checkbox"/>
5.	Certified copy of passport and utility bill (less than 3 months old) of each individual who signs this Application Form.	<input type="checkbox"/>

<b>H. REGULATED FINANCIAL SECTOR INSTITUTION</b>		
6.	Evidence of regulated status (e.g., printed copy of page from regulator's website).	<input type="checkbox"/>
7.	Copy of licence or authorisation to conduct financial and/or banking business.	<input type="checkbox"/>
8.	Board minutes or resolution approving the Applicant's investment in the Fund.	<input type="checkbox"/>
9.	Certified copy of list of all authorised signatories (including the individuals who sign this Application Form).	<input type="checkbox"/>

<sup>4</sup> "Control" means the power alone or with others or with the consent of others to: (a) dispose of, advance, lend, invest, pay or apply trust property; (b) vary the trust; (c) add or remove a beneficiary or class of beneficiaries; (d) appoint or remove trustees; or (e) direct, withhold consent or veto the exercise of a power in (a) to (d).

<b>I. UNIT TRUST AUTHORISED BY A FINANCIAL SERVICES REGULATOR</b>		
1.	Printed copy of page from the regulator's website evidencing proof of authorisation.	<input type="checkbox"/>
2.	Copy of licence or authorisation to conduct authorised investment business.	<input type="checkbox"/>
3.	Certified copy of Prospectus and constituting document.	<input type="checkbox"/>
4.	Certified copy of list of authorised signatories (including the individuals who sign this Application Form).	<input type="checkbox"/>

## APPENDIX B

### CERTAIN GUERNSEY REGULATORY DISCLOSURES

**This Appendix B must be read by all Applicants.**

The following information is provided in part to satisfy requirements imposed by the Guernsey Financial Services Commission pursuant to The Authorised Closed-Ended Investment Schemes Rules 2008.

#### **Certain Parties to be Associated with the Fund.**

Full legal name, address and telephone number of the General Partner, Administrator, promoter/fund sponsor, Investment Adviser, Depositary, and Auditor:

**General Partner.** The details for the General Partner are: Permira VI G.P. L.P., PO Box 503, Trafalgar Court, Les Banques, St. Peter Port, Guernsey GY1 6DJ, Channel Islands. The General Partner will carry out the management of the Fund.

**Administrator.** Certain administrative functions, including the keeping of the register of the Fund's Limited Partners, will be delegated by the General Partner to Northern Trust International Fund Administration Services (Guernsey) Limited, the current Administrator to the Fund. The primary contact of the Administrator to the Fund is David Emery, PO Box 255, Trafalgar Court, Les Banques, St. Peter Port, Guernsey GY1 3QL, Channel Islands, Tel: + 44 1481 745831, Email: de44@ntrs.com.

**Promoter/Fund Sponsor.** The details for the promoter or fund sponsor, and the holding company of the General Partner, are: Permira Holdings Limited, PO Box 503, Trafalgar Court, Les Banques, St. Peter Port, Guernsey GY1 6DJ, Channel Islands.

**Investment Adviser.** The General Partner expects to select a Permira Affiliate as the Investment Adviser. Once selected, the Limited Partners will be notified of the full legal name, address and telephone number of the Investment Adviser.

**Depositary.** The Depositary of the Fund is Northern Trust (Guernsey) Limited, Trafalgar Court, Les Banques, St Peter Port, Guernsey GY1 3DA, Tel: + 44 1481 745000.

**Auditor.** It is expected that the auditor of the Fund will be PricewaterhouseCoopers CI LLP, Royal Bank Place 1, Glatigny Esplanade, St. Peter Port, Guernsey, Channel Islands GY1 4ND, Tel: + 44 1481 752000.

## **APPENDIX C**

### **CONSENT TO RECEIVE SCHEDULE K-1 IN ELECTRONIC FORMAT**

Consent to Receive Schedule K-1 in Electronic Format in accordance with  
Rev. Proc. 2012-17, I.R.B. 2012-10 (February 13, 2012)

**This Appendix C must be read by all Applicants.**

#### **Instructions to the Applicant:**

The U.S. Internal Revenue Service has released guidance providing the requirements for furnishing Schedule K-1, *Partner's Share of Income, Deduction, Credits, etc.*, in an electronic format. Under this guidance, the recipient of the Schedule K-1 must affirmatively consent to receive the Schedule K-1 in an electronic format. By downloading, executing and delivering the Application Form, including this Appendix C and the Disclosure Statement attached hereto, the Applicant will have consented to receive the Schedule K-1 in an electronic format as described in the Disclosure Statement.

If the Applicant or your tax advisers have any questions regarding the Consent Document, please contact [p6applications@ntrs.com](mailto:p6applications@ntrs.com) with a copy to [investor.relations@permira.com](mailto:investor.relations@permira.com).

*[The Consent follows this page.]*

***Permira VI***  
Disclosure Statement  
Consent to Receive Schedule K-1 Electronically  
in accordance with IRS Rev. Proc. 2012-17, I.R.B. 2012-10 (February 13, 2012)

By executing and delivering this statement, the Applicant identified below (the “**Recipient**” or “**T**”) hereby consents to receive Schedule K-1 electronically (the “**Consent**”) from the Furnisher in which the Recipient is a limited partner following its acceptance as such by Permira VI G.P. L.P. (the “**General Partner**”). The “**Furnisher**” means, for this purpose and with respect to the Recipient, the following partnership to which the Recipient is admitted as a limited partner: (i) **Permira VI L.P.1** or (ii) any other limited partnership forming part of the Fund having as its general partner the General Partner. This Consent will be valid from and including the date on which the Recipient is admitted as a limited partner to the Furnisher and until the Recipient requests a withdrawal of the Consent (as described below).

TERMS FOR PROVIDING SCHEDULE K-1 ELECTRONICALLY

- A. Paper statement. To the extent the Furnisher does not receive a copy of this Disclosure Statement attached to the Recipient’s executed Application Form, a paper copy of Schedule K-1 will be provided.
- B. Scope and duration of consent. This Consent applies to each Schedule K-1 required to be furnished after an executed Application Form (including a copy of this Disclosure Statement) is received by the Furnisher unless and until a formal request to withdraw the Executed Consent is received by the Furnisher.
- C. Post-consent request for a paper statement. The Recipient may request a paper copy of Schedule K-1 by sending an e-mail to [p6applications@ntrs.com](mailto:p6applications@ntrs.com) with a copy to [investor.relations@permira.com](mailto:investor.relations@permira.com). This will not be treated as a withdrawal of the Consent.
- D. Withdrawal of consent.
- (1) The Recipient may withdraw the Consent by writing (electronically or on paper) to **David Emery, Permira VI G.P. Limited, PO Box 503, Trafalgar Court, Les Banques, St. Peter Port, Guernsey, GY1 6DJ** or by e-mail at [p6applications@ntrs.com](mailto:p6applications@ntrs.com).
  - (2) The withdrawal of Consent will be effective either on the date it is received by the Furnisher or on a subsequent date determined by the Furnisher and communicated to the Recipient within a reasonable period of time after the Furnisher receives the withdrawal.
  - (3) The Furnisher will confirm the withdrawal and the date on which it takes effect in writing (either electronically or on paper).
  - (4) A withdrawal of the Consent does not apply to a Schedule K-1 that was furnished electronically to the Recipient before the date on which the withdrawal of consent takes effect.
- E. Notice of termination. This Consent will terminate upon the Recipient’s withdrawal from the




Furnisher or upon a dissolution or termination of the Furnisher.

- F. Updating information. The Recipient must inform the Furnisher of any updated contact information, including e-mail address, mailing address and phone number, as soon as possible by sending an e-mail to p6applications@ntrs.com with a copy to investor.relations@permira.com. Additionally, the Furnisher will send an e-mail to inform the Recipient of any change in the Furnisher's contact information using the e-mail address on file for the Recipient.
- G. Hardware and software requirements. Access to the Internet, the Recipient's email address and Adobe®Reader® is required to access, print and retain the Schedule K-1. The Schedule K-1 may be required to be printed and attached to a U.S. Federal, State or local, or non-U.S. income tax return.
- H. Notice: As of the date of the Recipient's admission as a limited partner to the Furnisher, the Furnisher will send out U.S. tax packs through Permira VI's workspace through IntraLinks with the title of Permira VI | [YEAR] Tax Information in the alert or by similar process.

IN WITNESS WHEREOF, the Recipient has executed and delivered this Consent, incorporating the Power of Attorney and Agency.

Dated September 21, 2016 [ ]

Signed by  )  
 )  
 )  
 ..... )  
 Signed by the Commonwealth of Pennsylvania )  
 State Employees' Retirement System )

Bryan Lewis ..... )  
 Signature and full name and title of person(s) signing

Chief Investment Officer .....

David Felix  
davifelix@pa.gov  
07/14/2016 08:13:37

1. This Consent must be signed and witnessed in accordance with the partnership agreement, trust deed, articles of association, by-laws or other regulations of the Recipient and of the rules in force in the place of signing governing the execution or swearing of powers of attorney, affidavits or (as the case may be) documents of that class or description.
2. If this Consent is signed by an attorney, the power of attorney (or a certified copy thereof) must accompany this Consent.
3. Documents evidencing each signatory's authority to sign on behalf of the Recipient must accompany this Consent.



## APPENDIX D TO PERMIRA VI APPLICATION FORM: SUPPLEMENTAL INFORMATION FORM

This Supplemental Information Form is part of and is to be construed in conjunction with the Application Form and is incorporated therein by reference.

Set out below is the list of required items to complete in this Supplemental Information Form. Please refer to Tab 5 herein for any application definitions.

- 1** Tab 1 in this file; Contact Information

Please complete the requested information regarding the registered holder of interests and the contact information, as well as the Capital Commitment.
- 2** Tab 2 in this file; Banking Details

Please provide bank details in the format set out in Tab 2.
- 3** Tab 3 in this file; Status & Elections

Please provide responses to the questions in Tab 3 regarding the Applicant's identity, tax status and certain elections to the Partnership Agreement.
- 4** Tab 4 in this file; CRS Classifications

Please confirm the Applicant's status under CRS by ticking the relevant box in Tab 4.

Once this file is completed and executed, please return, along with the remaining materials comprising the Application Form, to the addresses set forth in Section 1 of the Application Form.

# 1. Contact Information for Permira VI

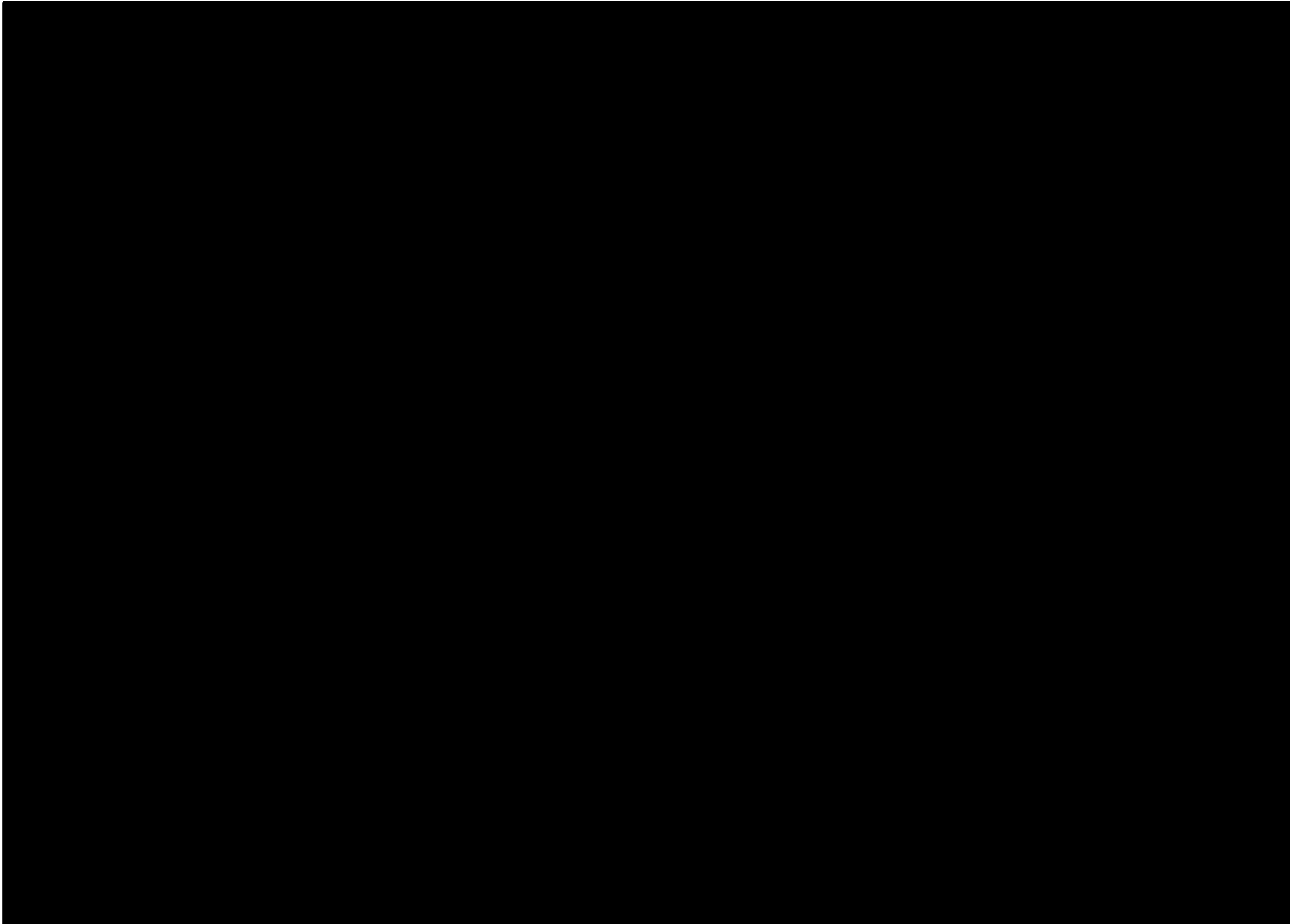
Name of registered holder of Interests:	Commonwealth of Pennsylvania State Employees' Retirement System
Registered address	30 North 3rd Street, Suite 150
Postal code:	17101-1716
City	Harrisburg, PA
Country:	USA
Number of Interests applied for	
Total Capital Commitment, (at €100,000 per Interest)	

Information to fill in	<b>[Add more columns as necessary if there are multiple contacts per type]</b>				
Contact Type	Primary Contact	Accounts Contact	Legal Contact	Tax Contact	External Contact
Company	SEE ATTACHED CORRESPONDENCE CHART				
First Name					
Last Name					
Job Title					
Work email					
Direct Dial					
Please fill out address if different to that stated above.					
Address Line 1					
Address Line 2					
Address Line 3					
Address Line 4					
City					
State/Province					
Zip/Postcode					
Country					
Select from drop-down					
Capital Calls					
Distribution Notices					

Accounts  
Tax/K-1  
Legal  
Method of Correspondence  
Quarterly Reports  
Investor Notes & Portfolio Information  
Valuation Calls  
Investor Meetings



Pennsylvania State Employees Retirement System – Correspondence Chart



## 2. Bank Details Request

Your completed form will serve as your standing preference for all distributions.  
You can change your bank details or currency preferences at any time by contacting us.

Preferred Currency:

Bank:

Bank Address:  
Postal code:  
City  
Country:

IBAN Number:

Account Name:

Account Number:

Swift Code/Sort  
Code/ABA:

Account Currency:

Narrative/Reference:

**Please complete the following pay through details if applicable:**

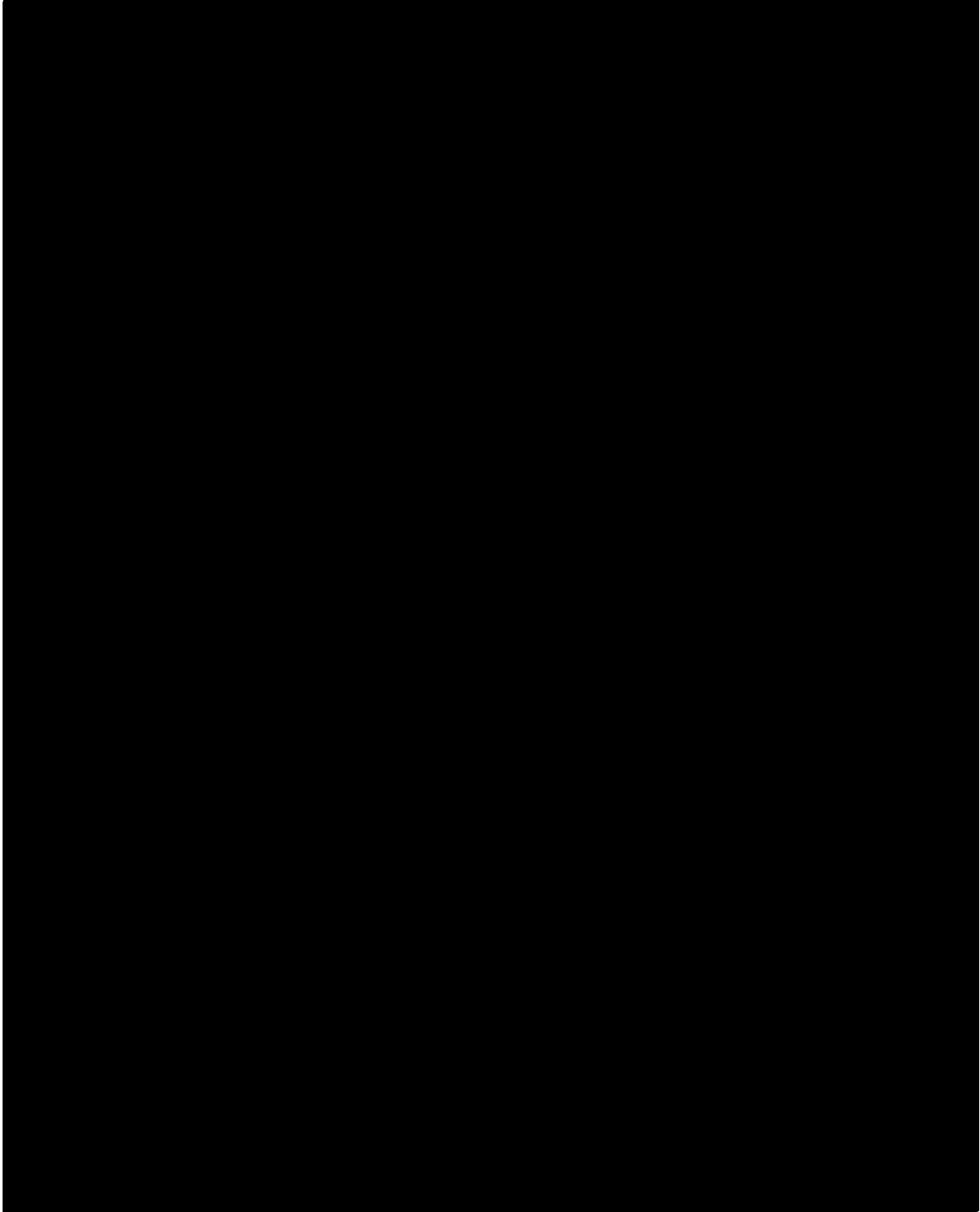
Correspondent Bank:

Correspondent Bank  
Address:  
Postal code:  
City  
Country:

Correspondent Account  
Number:

Correspondent  
Swift/Sort Code / ABA:

**Delivery Instructions Reference Sheet For  
PENNSYLVANIA STATE EMPLOYEES' RETIREMENT SYSTEM ("SERS")**





### 3. Applicant Status & Elections

- U.S. Investor**  
 1. Is the Applicant a U.S. Investor (as defined in Tab 5. "Definitions")?
- Benefit Plan Investor**  
 2. Is the Applicant a Benefit Plan Investor? (as defined in Tab 5. "Definitions")?
- Other Plan Investor**  
 3. Is the Applicant a governmental or non-U.S. employee benefit plan or an entity whose assets constitute assets of an employee benefit plan?
- Look-Through Status for Certain Entities**  
 4. Will the Applicant's shareholders, partners, members or beneficiaries, as applicable, have the discretion to determine whether or how much of such owner's share of the Applicant's assets are invested in Interests for the separate benefit of such owner?
5. Was the Applicant formed, availed of or reorganised for the primary or specific purpose of investing in the Partnership OR will the Applicant's investment in the Partnership represent in excess of 40% of the Applicant's assets?
- Beneficial Ownership**  
 6. Is the Applicant acting as an agent, representative, intermediary, nominee, derivative counterparty or in a similar capacity for any other Person, nominee account or beneficial owner, whether a natural person or entity?
- Tax Status**  
 7. Please indicate the Applicant's country of tax residence. If the Applicant is tax resident in more than one country please confirm each country.
8. Please provide the Applicant's Taxpayer Identification Number or functional equivalent ("TIN") (see "CRS Definitions" in Tab 5. "Definitions")
9. Is the Applicant entitled to the benefits of tax treaties that are normally afforded to tax residents of such country?
10. If the Applicant's country of tax residence is the United States, please indicate the Applicant's U.S. State of tax residence:
11. If the Applicant is an entity, enter the type of entity and jurisdiction of formation:
12. If the Applicant is an entity, please designate its classification for U.S. federal income tax purposes by placing an "x" in the applicable box below:
- |  |                                     |
|--|-------------------------------------|
| <i>Corporation</i>   | <input checked="" type="checkbox"/> |
| <i>Partnership</i>   | <input type="checkbox"/>            |
| <i>Disregarded Entity (defined in U.S. Treas. Reg. §301.7701-2(c))</i>     | <input type="checkbox"/>            |
| <i>Grantor Trust (under Sections 671-679 of the Internal Revenue Code)</i> | <input type="checkbox"/>            |
13. Is the Applicant either (x) normally exempt from payment of tax in its country of tax residence or (y) a tax-transparent entity that has one or more members or partners that are normally exempt from payment of tax in their country of tax residence?
14. Does the Applicant request annual reporting information prepared in a manner consistent with U.S. tax principles?
- For Investors whose Tax Residence is in the United States:**
15. If the Applicant answered "yes" to Question 13 above, is the Applicant or one or more of the Applicant's beneficial owners a U.S. Investor generally subject to Tax on "unrelated business taxable income" (as defined in the Internal Revenue Code and the U.S. Treasury Regulations promulgated thereunder)?
16. Is the Applicant, or does the Applicant have, one or more beneficial owners that is, a U.S. investor that intends to make a "qualified electing fund" election with respect to any direct or indirect interests in "passive foreign investment companies" with respect to which such election is available and will require an annual information statement?

**Elections** (the questions below relate to elections that can be made by each Applicant under the Partnership Agreement)

**Unapplied Fee Income**

17. Please place an "x" in the box if, at the termination of the Partnership, the Applicant does not desire to receive a refund of its pro rata portion (based on its Capital Commitment to the Partnership) of any unapplied excess fee income as described in paragraph 4.2.3 of the Partnership Agreement. (Note: if this box is left blank, the Applicant will receive their share of any such unapplied excess fee income)

**FCC Attribution Rules**

18. Please place an "x" in the box if the Applicant elects to have the non-Attribution provisions of paragraph 3.10.2 of the Partnership Agreement apply to itself and its LP Representatives with respect to a Regulated Investee Company. (Note: if this box is left blank, such non-Attribution provisions will not apply to the Applicant or its LP Representatives with respect to any Regulated Investee Company)

## 4. Common Reporting Standard

Regulations based on the OECD Common Reporting Standard ("CRS") require Financial Institutions to collect and report certain information about an account holder's tax residency. Please complete this schedule where the Applicant is an entity. If you are an individual Applicant do not complete this schedule but please contact [permira\\_admin@ntrs.com](mailto:permira_admin@ntrs.com) who will send you an "Individual tax residency self-certification form" for completion.

You can find summaries of defined terms and other terms in "CRS Definitions" in Tab 5. "Definitions". If you have any questions about this schedule, these instructions, or defining your status, please speak to your tax adviser or local tax authority. You can also find out more, including a list of jurisdictions that have signed agreements to automatically exchange information, along with details about the information being requested, on the OECD automatic exchange of information portal.

### Entity Type

Please provide the Applicant's Status under the Common Reporting Standard by ticking one of the following boxes.


1. (a) Financial Institution - Investment Entity
- (i) An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution (if ticking this box please also complete 2 below)
- (ii) Other Investment Entity
- (b) Financial Institution - Depository Institution, Custodial Institution or Specified Insurance Company
- (c) Active NFE - a corporation the stock of which is regularly traded on an established securities market or a corporation which is a related entity of such a corporation
- (d) Active NFE - a Government Entity or Central Bank
- (e) Active NFE - an International Organisation
- (f) Active NFE - other than (c) - (e)
- (g) Passive NFE (if ticking this box please also complete 2 below)

2. If you have ticked 1(a)(i) or 1(g) above, then please:

- (a) Indicate the name of any Controlling Person(s) of the Account Holder


- (b) You will be asked to complete a "Controlling Person tax residence self-certification form". The Fund's administrators will provide you with this form for completion following receipt of your application.

## 5. Definitions

<b>Benefit Plan Investor</b>	A Benefit Plan Investor includes (i) an employee benefit plan (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (ii) any plan (as defined in Section 4975(e)(1) of the Internal Revenue Code) that is subject to Section 4975 of the Internal Revenue Code, or (iii) any entity whose underlying assets are deemed to constitute "plan assets" under applicable law by reason of any such plan's investment in the entity).
<b>CRS Definitions</b>	 A small icon representing a PDF document titled "6. CRS Definitions.pdf". The icon shows a document with a tree-like structure and a magnifying glass over it.
<b>ERISA</b>	U.S. Employee Retirement Income Security Act of 1974, as amended
<b>Internal Revenue Code</b>	U.S. Internal Revenue Code of 1986, as amended
<b>U.S. Investor</b>	<p><b>"U.S. Investors"</b> include any U.S. Person. <b>"U.S. Person"</b> means (1) any natural person resident in the United States; (2) any partnership or corporation organised or incorporated under the laws of the United States; (3) any estate of which any executor or administrator is a U.S. Person; (4) any trust of which any trustee is a U.S. Person; (5) any agency or branch of a non-U.S. entity located in the United States; (6) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; (7) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated or (if an individual) resident in the United States; and (8) any partnership or corporation if (x) organised or incorporated under the laws of any non-U.S. jurisdiction and (y) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned, by "accredited investors" who are not natural persons, estates or trusts.</p> <p>The definition of "U.S. Person" does not include (a) any discretionary or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States; (b) any estate administered or executed by a professional fiduciary that is a U.S. Person if (i) the estate is governed by non-U.S. law and (ii) another executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion for the assets of the estate; (c) any trust managed by a professional fiduciary that is a U.S. Person, if (i) another trustee who is not a U.S. Person has sole or shared investment discretion for the trust's assets and (ii) no beneficiary of the trust (and no settlor, for revocable trusts) is a U.S. Person; (d) an employee benefit plan established and administered in accordance with the law, customary practices and documentation of a country other than the United States; (e) any agency or branch of a U.S. Person located outside the United States if (i) the agency or branch operates for valid business reasons and (ii) the agency or branch is engaged in the insurance or banking business and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (f) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and any other similar international organisations, and their respective agencies, affiliates and pension plans.</p>